

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF CONTRACT

This is an indefinite quantity, fixed price type contract. The contractor is required to furnish all supplies or services listed hereunder in conformance with the terms and conditions of this contract. Specifications for all items are contained in Section C.

B.2 SUPPLIES/SERVICEES AND PRICES.

The contractor shall furnish the following supplies/services at the prices set forth below. Prices include all requirements of the item description.

Item	Description	Base Year CY03 Unit Price	Option Year 1 CY04 Unit Price	Option Year 2 CY05 Unit Price	Option Year 3 CY06 Unit Price	Option Year 4 CY07 Unit Price
1.	Senior Position (SSP) Physical Examinations	_____	_____	_____	_____	_____
2.	CU Grade Employee Physical Examinations between the Ages of 35-39	_____	_____	_____	_____	_____
3.	CU Grade Employee Physical Examinations for employees 40 years and over	_____	_____	_____	_____	_____
Total of items 1, 2 and 3		_____	_____	_____	_____	_____

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. BACKGROUND

The National Credit Union Administration (NCUA) is an independent federal financial regulatory agency responsible for supervising federal insured credit unions. The organization currently has a headquarters' office in Alexandria, VA and six regional offices (Albany, NY; Alexandria, VA; Atlanta, GA; Lisle, IL; Austin, TX, and Concord, CA). NCUA's credit union examiners work from their home and make up most of the workforce. They are assigned to more than 200 duty stations located throughout the continental United States, Alaska, Hawaii and Puerto Rico. As a benefit, the agency provides medical examinations to all employees who meet the criteria for participating in the program.

C.2. OBJECTIVE: NCUA's Office of Human Resources is seeking proposals from companies that can provide quality medical examinations, at agency cost, at all possible U.S. locations, including U.S. Territories, to agency employees who meet age and tenure criteria.

C.3 STATEMENT OF WORK

NCUA wishes to contract for the following services:

A. Senior Staff Positions (SSP) Physical Examinations

Annual physicals are available for the agency's senior staff position (SSP) employees (which include the Board and their executive staff) if they choose to participate. The physical examinations may be taken in Alexandria, VA; Albany, NY; Atlanta, GA; Lisle, IL; Austin, TX; Concord, CA and commuting areas. Physical examinations must be completed in one day unless otherwise requested by the employee or approved in advance by the Office of Human Resources. The examinations must be offered and conducted during regular business hours (8:00 a.m. to 5:00 p.m.) unless otherwise requested by the employee. All procedures of the health examination should be provided at one location, or not to exceed two separate locations in close proximity to one another. The medical facility must be well maintained with accommodations appropriate for comprehensive wellness examinations for executives. Employees must not be burdened with scheduling delays or infringements upon their personal privacy. The examinations will be conducted carefully and gently to ensure maximum consideration for the employee's well being while following all standard comfort procedures. There are approximately 45 employees in this category but only about 25 are expected to participate. The annual physical examination would include,

at a minimum, the following:

Review of Medical History, personal and family
Thorough Physical Examination
Consultation with Physician
Complete Blood Count (CBC)
Blood Chemistries with Lipids
Hemoccult Test
Urinalysis
Chest x-ray (post-anterior view)
Resting Electrocardiogram (EKG)
Cardiac Stress Test (Treadmill)
Audiometric Screening
Vision Screening
Glaucoma Screening
Tonometry Test
Flexible Sigmoidoscopy
Women's Health Care:
Mammogram
PAP Test
Men's Health Care:
Prostate Specific Antigen (PSA)

B. CU Grade Employee Physical Examinations

Employees choosing to participate in this program must be employed with NCUA for a minimum of one year prior to an examination and must meet the age requirements as specified below. There are approximately 950 eligible employees with duty stations scattered throughout the U.S. and its Territories. Physical examinations must be administered within 25 miles of the employee's duty station and completed within one day unless otherwise requested by the employee or approved in advance by the Office of Human Resources. The examinations must be offered and conducted during regular business hours (8:00 a.m. to 5:00 p.m.) unless otherwise requested by the employee. All procedures of the health examination should be provided at one location, or not to exceed two separate locations in close proximity to one another. The medical facility must be well maintained with accommodations appropriate for comprehensive wellness examinations. Employees should not be burdened with scheduling delays or infringements upon their personal privacy. The examinations will be conducted carefully and gently to ensure maximum consideration for the employee's well being while following all standard comfort procedures. The examinations should include the following:

1. *Employees age 35 (minimum age for participation) through 39 (Every three years):*

Review of Medical History, personal and family
Physical Examination
Consultation with Physician
Complete Blood Count (CBC)
Blood Chemistries with Lipids
Urinalysis
Chest x-ray (post-anterior view)
Resting Electrocardiogram (EKG)
Audiometric Screening
Vision Screening
Women's Health Care:
PAP Test

2. *Employees 40 years and over (Examination every two years):*

Review of Medical History, personal and family
Physical Examination
Consultation with Physician
Complete Blood Count (CBC)
Blood Chemistries with Lipids
Urinalysis
Hemoccult Test
Chest x-ray (post-anterior view)
Resting Electrocardiogram (EKG)
Audiometric Screening
Vision Screening
Glaucoma Screening
Tonometry Test
Flexible Sigmoidoscopy
Women's Health Care:
Mammogram
PAP Test
Men's Health Care:
Prostate Specific Antigen (PSA)

The physical examination charges would be direct billed monthly to the agency.
Employees should never be billed for these agency examinations.

The contractor is expected to maintain records, to schedule and coordinate examinations, to notify employees of their scheduled dates, to coordinate with the Office of Human Resources, and to provide the agency periodically with updated lists of participating employees.

The initial contract will be issued for a not-to-exceed amount, with options to renew the contract for four additional yearly increments.

C.4. QUALIFICATION OF CONTRACTOR EMPLOYEES

All examinations are to be completed under the on-site direction of a Physician, Board Certified in Medicine.

C.5 MEDICAL RECORDS

The contractor will maintain any and all medical records pertaining to the employee's medical condition or medical history for the duration of the employee's appointment with NCUA. All records will be maintained in accordance with confidentiality laws and regulations. If the contractor's business expires, goes bankrupt, or for any other reason closes, the contractor will transfer any and all medical records to the employee. At the termination of the contract, the contractor will pass the records along to employees.

The individual employee examined, or a representative designated in writing by the individual examined, shall have the right to access personal medical records. NCUA shall have the right to an employee's complete medical record only upon written consent of the employee or his/her designated representative.

C.6. REPORTING REQUIREMENTS

Ten (10) days prior to the contract award start date the contractor shall submit samples of the report form(s) to be utilized during the term of the contract to the COTR. These forms should be designed to comply with the reporting requirements of the contract. The COTR prior to use must approve all forms.

C.7. REPORTS

Employee Reports: Upon completion of the medical examination, the contractor shall provide the employee with a summary of the employee's health signed by the Board Certified Physician. The report is due within thirty (30) days after completion of the examination. The summary shall, at a minimum, include:

1. The employee's name.
2. The employee's overall health
3. A summary of the services or tests provided.
4. Specifications of any follow-up with personal physician recommendation.

Agency Reports: Contractor must be able to send any necessary employer reports electronically in a format compatible with NCUA operating systems containing, at a minimum, participating employee name, address and phone number, date of birth, date of last examination, and category of employee (i.e., SSP, 40 plus, 35 to 39).

Contractor must have automated records program formatted in MS Word, Excel, or Access. NCUA is currently using Windows 2000 and Office 2000 but will update to Windows 2000 and Office XP.

C.8. OTHER REQUIREMENTS

Contractor must have demonstrated good customer satisfaction for completing comprehensive wellness examinations for executives and employees for both the private industry and federal. Contractor must provide three (3) suitable references with current telephone numbers and contact person with a statement describing the health examination services provided and dates of service.

Errors brought to the contractor's attention must be corrected Within ten (10) days contractor will correct errors or provide timeframe for correction of errors and NCUA will approve or disapprove within twenty (20) days. A written report of progress will be provided to NCUA at each step or upon completion.

The contract will be awarded to the bidder whose proposal is determined to be the most advantageous to NCUA, cost and other factors considered. As a result of the evaluation factors, it is possible that the low bidder may not be awarded the contract.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

D.2 Marking

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Government Personnel Roles

Contracting Officer (CO): The Contracting Officer has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized representatives.

E.2 52.246-4 Inspection of Services--Fixed-Price. (AUG 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract

requirements, the Government may--

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Place of Performance. The requested services shall be provided at the contractor's facilities.

F.2 Term of Contract. After award, the successful contractor will be given a written notice. Services shall commence on the date specified in the order issued to proceed. Period of Performance of this contract:

INITIAL PERIOD - 2003
OPTION 1 PERIOD - 2004
OPTION 2 PERIOD - 2005
OPTION 3 PERIOD - 2006
OPTION 4 PERIOD - 2007

F.3 Commencement of Services: All services required under this contract shall commence on the date listed on the notice to proceed issued by the Contracting Officer.

F.4 **F.1 52.242-15 Stop-Work Order. (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing,

accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

- (a) Contracting Officer – Michael J. Kole
- (b) Contract Specialist – SHARON HOLEMAN
- (c) Contracting Officer's Technical Representative (COTR)- Kathleen Heagney

[End of Clause]

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE RESPONSIBILITIES AND LIMITATIONS

- (a) Functions and Limitations. Kathleen Heagney, phone 703/518-6518, is designated the cognizant COTR who will represent the contracting officer in the administration of technical details within the scope of the contract and inspection and acceptance. He/she is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the National Credit Union Administration. The COTR does not have the authority to alter the contractor's obligations or change the terms and conditions in the contract. If, as a result of technical discussions, it is desirable to alter/change contract terms and conditions, changes will be issued in writing and signed by the contracting officer.
- (b) Direction and Monitoring. The performance of the work hereunder shall be subject to the technical direction of the COTR with respect to technical matters. The COTR and the contractor's project manager shall work together closely to ensure that all contractual requirements are being met. The term "Technical Directions and Monitoring" is defined to include the following, where applicable:
 - (1) Directions to the contractor which provide necessary details, shift work emphasis between work areas or tasks; require pursuit of certain lines of inquiry in the carrying out of specialized duties; and which otherwise facilitate the performance of the contract.
 - (2) Information of the contractor which assists in the interpretation of drawings (if required), specifications or technical portions of the work description.

- (3) Review and, where required by the contract, approval of all deliverables, including technical reports, drawings (if required), specifications, and technical information.
- (4) Technical direction must be within the general scope of work stated in the contract. The COTR does not have the authority to issue any technical direction which:
 - (a) Constitutes an assignment of additional work outside the general scope of the contract.
 - (b) Constitutes a change as defined in the contract clause entitled – “change.”
 - (c) In any manner causes an increase in the total price or cost (including the fee, if any) or the time required for contract performance.
 - (d) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (e) Interferes with the contractor’s right to perform the terms and conditions of the contract.
 - (f) Authorizes the contractor, if this is a cost reimbursement – type contract, to incur costs in excess of the estimated costs or other limitations on costs or funds set forth in the contract.
- (1) All technical directions shall be issued, in writing, by the COTR or shall be confirmed, in writing, within five working days after verbal issuance.
- (2) The contractor shall proceed promptly with the performance of the technical directions duly issued by the COTR in the manner prescribed by this provision.
- (3) If, in the opinion of the contractor, any instructions or directions issued by the COTR are within one of the categories defined in (4)(a) through (4)(f) above, the contractor shall not process but shall notify the contracting officer, in writing, within five working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. This request may be verbal if time does not permit the five-day requirement, but

must be followed up in writing.

- (4) Upon receiving such notification from the contractor, the contracting officer shall issue an appropriate contract modification to advise the contractor in writing or verbally (which will be documented in writing) that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause of the contract.
- (5) The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instructions or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled, "Dispute." (See Section I) However, nothing in this article shall excuse the contractor from proceeding diligently with the contract performance during any dispute.

[End of Clause]

G.3 INVOICES

Invoices shall be submitted in accordance with the General Contract Provisions and delivered or mailed in duplicate (original and one copy) to:

Kathleen Heagney
OHR
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314

Invoices shall contain the following information:

- (a) Contract and order number (if any)
- (b) Item numbers
- (c) Description of supplies or services
- (d) Size
- (e) Quantities
- (f) Unit prices
- (g) Extended totals

[End of Clause]

G.4 METHOD OF PAYMENT

Payments under this contract will be made either by check or wire transfer through the Treasury Financial Communications System at the option of the government. The contractor shall forward the following information in writing to the contracting officer not later than seven days after receipt of notice of award:

- (h) Full name (where practicable). Title, phone number, and complete mailing address of responsible official(s) to whom check payments are to be sent, and who may be contacted concerning the bank account information requested below.
- (i) The following bank account information is required to accomplish wire transfers:
 - (1) Name, address, and telegraphic abbreviation of the receiving financial institution.
 - (2) Receiving financial institution's nine-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)
 - (3) Recipient's name and account number at the receiving financial institution to be credited with the funds.
 - (4) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
 - (a) Address and telegraphic abbreviation of the correspondent financial institution.
 - (b) The correspondent financial institution's nine-digit ABA identifying number for routing transfer of funds.
 - (c) Any changes to the information furnished under paragraphs G.3.a and b of this section shall be furnished in writing to the paying office as shown on SF-33 at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
 - (d) The document furnishing the information required in G.6.b(4)(b) and (c) must be dated and contain the signature, title, and telephone

number of the contract official authorized to provide it, as well as the contractor's name and contract number.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT NOT AFFECTED BY ORAL AGREEMENT

No oral agreement of any person shall modify or otherwise affect the scope of work of other terms and conditions, as herein stated. All modifications shall be in writing and signed by the contracting officer.

[End of Clause]

H.2 NOTICE TO THE GOVERNMENT OF DELAYS

- (e) In the event the contractor encounters difficulty in meeting performance requirements, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the contracting officer and COTR, in writing, giving pertinent details; provided, however, that this data shall be information only in character and shall not be construed as a waiver by the government of any schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may in itself, constitute a default under this contract and preclude later consideration of any request for any extension of the contract period.
- (f) This notice shall state circumstances and estimated time of delay.
- (g) Each such notice submitted to the government shall be evaluated on its own merit and the contractor shall be notified, in writing, by the contracting officer of the government's decision.

[End of Clause]

H. 3 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Government and contractor understand and agree that the services to be provided under this contract by the contractor to the government are non-personal services. The parties recognize that no employer-employee relationship exists or will exist under this contract. The contractor contracts with the Government to furnish the specified services fully described herein and is accountable to the government ONLY for furnishing such services, materials, or work ordered. For the purpose of this contract, the contractor's employees shall not be subject to the supervision of a Federal office or employees while engaged in the performance of its duties.

[End of Clause]

H.4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

The Contracting Officer, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the government. As a service contract, the government shall be liable only for payment in accordance with the payment provisions of this contract for services adequately and correctly rendered prior to the effective date of termination.

[End of Clause]

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- I.2 52.202-1 Definitions. OCT 1995**
- I.3 52.203-3 Gratuities. APR 1984**
- I.4 52.203-5 Covenant Against Contingent Fees. APR 1984**
- I.5 52.203-7 Anti-Kickback Procedures. JUL 1995**
- I.6 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995**
- I.7 52.215-8 Order of Precedence--Uniform Contract Format. OCT 1997**
- I.8 52.219-8 Utilization of Small Business Concerns. OCT 1999**
- I.9 52.222-3 Convict Labor. AUG 1996**
- I.10 52.222-26 Equal Opportunity. FEB 1999**
- I.11 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998**
- I.12 52.223-6 Drug-Free Workplace. JAN 1997**
- I.13 52.227-1 Authorization and Consent. JUL 1995**
- I.14 52.227-14 Rights in Data General JUN 1987**
- I.15 52.229-3 Federal, State, and Local Taxes. JAN 1991**
- I.16 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico. APR 1984**
- I.17 52.232-1 Payments. APR 1984**
- I.18 52.232-11 Extras APR 1984**
- I.19 52.232-17 Interest. JUN 1996**
- I.20 52.232-23 Assignment of Claims. JAN 1986**
- I.21 52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration. MAY 1999**
- I.22 52.204-1 Approval of Contract. (DEC 1989)**

As prescribed in 4.101, insert the following clause:

APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

I.23 52.217-8 Option to Extend Services. (NOV 1999)

As prescribed in 17.208(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [sixty days prior to expiration of contract].

(End of clause)

I.24 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [] days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [(months)(years)].

(End of clause)

I.25 52.233-1 Disputes DEC 1998

I.26 52.233-3 Protest after Award. AUG 1996

I.27 52.242-13 Bankruptcy. JUL 1995

I.28 52.243-1 Changes - Fixed-Price. (AUG 1987) -- Alternate I APR 1984

I.29 52.244-5 Competition in Subcontracting. DEC 1996

I.30 52.245-1 Property Records. APR 1984

I.31 52.249-1 Termination for Convenience of Govt. (Fixed Price) (Short Form) APR 1984

I.32 52.249-8 Default (Fixed-Price Supply and Service). APR 1984

I.33 52.251-1 Government Supply Sources. APR 1984

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later

determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.215-1 Instructions to Offerors - Competitive Acquisition. (FEB 2000)

(a) Definitions. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revisions, of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful

proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals

are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of

proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price type of contract resulting from this solicitation.

L.3 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 RFP AND CONTRACT SCHEDULE

The National Credit Union Administration (NCUA) invites qualified vendors to submit a proposal to provide the services set forth in Section C of this solicitation in accordance with the following schedules:

- | | | |
|-----|-------------------------------|------------|
| (a) | Release of RFP | 12/23/2002 |
| (b) | Submission of Proposals | 01/23/2003 |
| (c) | Anticipated Contract Award(s) | 02/10/2003 |

L.5 CONDITIONS

- (h) This request does not commit NCUA to pay any cost incurred in the preparation and submission of any proposal. Further, no costs may be incurred in anticipation of a contract with the exception that any costs incurred at the offeror's risk may be later charged to any resulting contract to the extent that they would have been allowable if incurred after the date of the contract and only to the extent and subject to conditions identified by the contracting officer in writing prior to the performance of any pre-contract work. The contracting officer is the sole authority to legally commit NCUA to expenditure of funds for the procurement.
- (i) This RFP in no way obligates NCUA to award a contract(s), and NCUA reserves the right to reject any and all offers for any reason it may see fit.
- (j) NCUA reserves the right to award to other than the low price offeror.

- (k) NCUA reserves the right to make an award, after receipt of proposals, without further discussion. Therefore, it is emphasized that all proposals should be submitted initially on the most favorable terms from a price and technical standpoint that the offeror can submit to NCUA.
- (l) The proposal must be signed by an official authorized to commit the firm to a contract.
- (m) The time for acceptance of proposals shall be sixty (60) days from the due date of the proposal.

[End of Provision]

L.6 QUALIFICATIONS OF PROSPECTIVE CONTRACTORS

- (n) Proposals will be considered only from offerors who are regularly established in the business specified and who are financially responsible and able to show evidence of their equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory performance at the time of award. If the offeror intends to subcontract any portion of the operation, it must be so stated in the proposal (see paragraph (d) below). The qualifications of the identified subcontract(s) will then be considered in place of those of the prime contractor.
- (o) A detailed statement of the prime contractor's and all subcontractor's abilities must be included as part of the proposal.
- (p) During evaluation of the proposals, NCUA may make an on-site inspection of the potential contractor's existing facilities. This will be performed at the option of NCUA.
- (q) To the extent that a prospective contractor proposes to perform the contract by subcontracting, determinations regarding the responsibility of the prospective subcontractors generally should be made by the prospective prime contractor. A prospective prime contractor is required to:
 - (1) Provide written evidence regarding the responsibility of proposed subcontractors, or
 - (2) Show that the prime contractor has an acceptable and effective purchasing and subcontracting system which includes a method for determining subcontractor responsibility.

- (a) Notwithstanding the general ability of a prospective contractor to demonstrate the responsibility of its prospective subcontractors, NCUA may make a direct determination of the responsibility of one or more prospective subcontractors prior to award by inspection of the subcontractor's facilities. Competency in performing comparable contracts, demonstration of acceptable financial resources, personnel staffing, plant facilities, equipment, and supply sources will be considered in determining the offer accepted.

[End of Provision]

L.7 PREPARATION OF OFFERS AND PROPOSAL SUBMISSION

- (a) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (b) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (c) Time, if stated as number of days, will include Saturdays, Sundays, and holidays,
- (d) Proposals must set forth full, accurate, and complete information.
- (e) Proposals must be submitted by mail or messenger to the following address:

SHARON HOLEMAN
Contract Specialist
Division of Procurement and Facilities Management
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314

PROPOSALS FOR RFP NO: NCUA-02-R-0007

- (f) Proposals will be accepted at the above address until noon, Washington DC time, on 01/23/2003. Proposals received after this time and date will be processed as late proposals.
- (g) Proposals are to consist of one complete original and 3 copies as follows:
 - (1) Business Management Section

- (a) Part I – Cover Letter
- (b) Part II – Technical Proposal

This section shall address the offeror's approach to meeting the technical requirements of the solicitation. Information should be presented in as much detail as practical. The technical proposal should contain, at a minimum:

See Section "C" of RFP

- (c) Part III – Representations, Certifications, and Other Statements of Offerors. The offeror must check or complete all applicable boxes or blocks in Section K of the solicitation document and submit the full section as part of the proposal.

(1) Pricing Section

Pricing proposal is to be submitted separately from Part I, II, and III,

- (a) Proposals shall be typed on paper no longer than 8-1/2 by 11 inches long using on side only. Elaborate art work and expensive paper and bindings are neither necessary or desired.

[End of Provision]

L.8 INQUIRIES

Inquiries concerning the solicitation document and/or any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., should be submitted in writing to SHARON HOLEMAN and MICHAEL J. KOLE citing the particular RFP part and paragraph. Inquiries should be submitted with sufficient time allowed for a reply to reach offerors before the submission of the offer. The mailing address is:

National Credit Union Administration
Division of Procurement and Facilities Mgmt.
1775 Duke Street
Alexandria, VA 22314

Oral explanations or instructions given before the award of the contract will not be binding. Any response to inquiries given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation of the lack of such information would be prejudicial to uninformed offerors. Responses will be provided giving due regards to proper protection of proprietary information.

Offerors are instructed specifically to contact only SHARON HOLEMAN on 703/518-6415 in connection with any aspect of this requirement prior to contract award(s). Proposals and all correspondence relating to the solicitation document must be submitted to her.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL FACTORS: The evaluation of proposals will consist of:

- a. A technical evaluation conducted by an evaluation committee composed of NCUA employees from various offices
- b. A price evaluation
- c. The consolidation of the technical and price scores

Only those proposals deemed technically acceptable by the evaluation committee will receive further consideration for contract award.

2. SPECIFIC FACTORS: Proposals will be evaluated as follows:

Technical Evaluation. Each technical proposal will be evaluated independently by each member of the evaluation committee and will assign scores based on the following factors and relative weights:

Ability to meet examination components specified	25 points
Proven experience in providing such services	25 points
Ability to meet geographic and other requirements in Statement of Work	25 points

MAXIMUM TECHNICAL SCORE

75 points

Price Evaluation: Price evaluation will be performed on those proposals deemed technically acceptable to determine the fairness and reasonableness of the proposal prices. Technical and price scores will then be consolidated to determine overall scores. Each proposal will be assigned scores based on the following weight:

Price (cost) Proposal:	25 Points
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MAXIMUM TECHNICAL AND PRICE SCORE

100 Points